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CITY OF TORRANCE

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MARIA GUADALUPE DIAZ; A.D., a  
minor by and through his Guardian Ad  
Litem, MARIA GUADALUPE DIAZ;  
A.D., a minor by and through his  
Guardian Ad Litem, MARIA  
GUADALUPE DIAZ; LEONARDO  
DIAZ; and RAMONA RAMIREZ DE  
DIAZ,

Plaintiffs,

v.

CITY OF TORRANCE; and DOES 1-10,  
inclusive,

Defendants.

Case No. 2:25-cv-03389-JLS(JCx)

Honorable Josephine L. Staton  
Courtroom 8A

**STIPULATION AND [PROPOSED]  
PROTECTIVE ORDER**

Action filed: 04/17/25

1           **1. A. PURPOSES AND LIMITATIONS**

2           Discovery in this action is likely to involve production of confidential,  
3           proprietary or private information for which special protection from public  
4           disclosure and from use for any purpose other than pursuing this litigation  
5           may be warranted. Accordingly, the parties hereby stipulate to and petition  
6           the Court to enter the following Stipulated Protective Order. The parties  
7           acknowledge that this Order does not confer blanket protections on all  
8           disclosures or responses to discovery and that the protection it affords from  
9           public disclosure and use extends only to the limited information or items  
10          that are entitled to confidential treatment under the applicable legal  
11          principles.

12                   **B. GOOD CAUSE STATEMENT**

13          This action is likely to involve discovery that is confidential and  
14          privileged for which special protection from public disclosure and from use  
15          for any purpose other than prosecution of this action is warranted. Such  
16          confidential and proprietary materials and information consist of, among  
17          other things, information pertaining to Torrance Police Department's  
18          ("TPD") investigation of the underlying criminal activities, as well as peace  
19          officer personnel file information and/or documents which the Parties agree  
20          includes (1) Personal data, including marital status, family members,  
21          educational and employment history, home addresses, or similar  
22          information; (2) Medical history; (3) Election of employee benefits; (4)  
23          Employee advancement, appraisal or discipline; and (5) Complaints, or  
24          investigations of complaints, if any, concerning an event or transaction in  
25          which a peace officer participated, or which a peace officer perceived, and  
26          pertaining to the manner in which the peace officer performed his or her  
27          duties. Such confidential materials and information consist of, among other  
28          things, materials entitled to privileges and/or protections under the

1 following: United States Constitution, First Amendment; the California  
2 Constitution, Article I, Section 1; California Penal Code §§ 832.5, 832.7 and  
3 832.8; California Evidence Code §§ 1040 and 1043 et. seq; the Privacy Act of  
4 1974, 5 U.S.C. § 552; Health Insurance Portability and Accountability Act  
5 of 1996 (HIPPA); the right to privacy; decisional law relating to such  
6 provisions; and information otherwise generally unavailable to the public,  
7 or which may be privileged or otherwise protected from disclosure under  
8 state or federal statutes, court rules, case decisions, or common law.  
9 Defendants also contend that such confidential materials and information  
10 is entitled to the Official Information Privilege. *Sanchez v. City of Santa*  
11 *Ana*, 936 F.2d 1027, 1033 (9th Cir. Cal. 1990); *see also Kerr v. United States*  
12 *Dist. Ct. for N.D. Cal.*, 511 F.2d 192, 198 (9th Cir. Cal. 1975). *Aff'd*, 426 U.S.  
13 394, 96 S. Ct. 3229, 48 L.Ed.2d 725 (1976). The information is otherwise  
14 generally unavailable to the public, or may be privileged or otherwise  
15 protected from disclosure under state or federal statutes, court rules, case  
16 decisions, or common law. Further, discovery may require depositions,  
17 written discovery and/or the production of certain TPD Policies and  
18 Procedures, and peace officer training information the public disclosure of  
19 which could comprise officer safety, and/or raise security issues.  
20 Additionally, public disclosure of such information poses a substantial risk  
21 of embarrassment, oppression, and/or physical harm to peace officers whose  
22 confidential information is disclosed. The risk of harm to peace officers is  
23 greater than with other government employees due to the nature of their  
24 profession. The benefit of public disclosure of confidential information is  
25 minimal while the potential disadvantages are great.

26 Accordingly, to expedite the flow of information, to facilitate the  
27 prompt resolution of disputes over confidentiality of discovery materials, to  
28 adequately protect information the parties are entitled to keep confidential,

1 to ensure that the parties are permitted reasonable necessary uses of such  
2 material in preparation for and in the conduct of trial, to address their  
3 handling at the end of the litigation, and serve the ends of justice, a  
4 protective order for such information is justified in this matter. It is the  
5 intent of the parties that information will not be designated as confidential  
6 for tactical reasons and that nothing be so designated without a good faith  
7 belief that it has been maintained in a confidential, non-public manner, and  
8 there is good cause why it should not be part of the public record of this case.

9 **2. DEFINITIONS**

10 2.1 Action: Maria Guadalupe Diaz; A.D., a minor by and through his  
11 Guardian Ad Litem, Maria Guadalupe Diaz; A.D., a minor by and through his  
12 Guardian Ad Litem, Maria Guadalupe Diaz; Leonardo Diaz; and Ramona  
13 Ramirez De Diaz v. City of Torrance, and DOES 1 to 10, inclusive.

14 2.2 Challenging Party: a Party or Non-Party that challenges the  
15 designation of information or items under this Order.

16 2.3 "CONFIDENTIAL" Information or Items: information  
17 (regardless of how it is generated, stored or maintained) or tangible things  
18 that qualify for protection under Federal Rule of Civil Procedure 26(c), and  
19 as specified above in the Good Cause Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well  
21 as their support staff).

22 2.5 Designating Party: a Party or Non-Party that designates  
23 information or items that it produces in disclosures or in responses to  
24 discovery as "CONFIDENTIAL."

25 2.6 Disclosure or Discovery Material: all items or information,  
26 regardless of the medium or manner in which it is generated, stored, or  
27 maintained (including, among other things, testimony, transcripts, and  
28 tangible things), that are produced or generated in disclosures or responses

1 to discovery.

2 2.7 Expert: a person with specialized knowledge or experience in a  
3 matter pertinent to the litigation who has been retained by a Party or its  
4 counsel to serve as an expert witness or as a consultant in this Action.

5 2.8 House Counsel: attorneys who are employees of a party to this  
6 Action. House Counsel does not include Outside Counsel of Record or any  
7 other outside counsel.

8 2.9 Non-Party: any natural person, partnership, corporation,  
9 association or other legal entity not named as a Party to this action.

10 2.10 Outside Counsel of Record: attorneys who are not employees of  
11 a party to this Action but are retained to represent a party to this Action  
12 and have appeared in this Action on behalf of that party or are affiliated  
13 with a law firm that has appeared on behalf of that party, and includes  
14 support staff.

15 2.11 Party: any party to this Action, including all of its officers,  
16 directors, employees, consultants, retained experts, and Outside Counsel of  
17 Record (and their support staffs).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure  
19 or Discovery Material in this Action.

20 2.13 Professional Vendors: persons or entities that provide litigation  
21 support services (e.g., photocopying, videotaping, translating, preparing  
22 exhibits or demonstrations, and organizing, storing, or retrieving data in  
23 any form or medium) and their employees and subcontractors.

24 2.14 Protected Material: any Disclosure or Discovery Material that is  
25 designated as "CONFIDENTIAL."

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
27 Material from a Producing Party.

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1           **3.     SCOPE**

2           The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected  
7 Material.

8           Any use of Protected Material at trial shall be governed by the orders  
9 of the trial judge and other applicable authorities. This Order does not  
10 govern the use of Protected Material at trial.

11           **4.     DURATION**

12           Once a case proceeds to trial, information that was designated as  
13 CONFIDENTIAL or maintained pursuant to this protective order used or  
14 introduced as an exhibit at trial becomes public and will be presumptively  
15 available to all members of the public, including the press, unless  
16 compelling reasons supported by specific factual findings to proceed  
17 otherwise are made to the trial judge in advance of the trial. *See Kamakana*,  
18 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing  
19 documents produced in discovery from “compelling reasons” standard when  
20 merits-related documents are part of court record). Accordingly, the terms  
21 of this protective order do not extend beyond the commencement of the trial.

22           **5.     DESIGNATING PROTECTED MATERIAL**

23           5.1   Exercise of Restraint and Care in Designating Material for  
24 Protection. Each Party or Non-Party that designates information or items  
25 for protection under this Order must take care to limit any such designation  
26 to specific material that qualifies under the appropriate standards. The  
27 Designating Party must designate for protection only those parts of  
28 material, documents, items or oral or written communications that qualify

1 so that other portions of the material, documents, items or communications  
2 for which protection is not warranted are not swept unjustifiably within the  
3 ambit of this Order.

4 Mass, indiscriminate or routinized designations are prohibited.  
5 Designations that are shown to be clearly unjustified or that have been  
6 made for an improper purpose (e.g., to unnecessarily encumber the case  
7 development process or to impose unnecessary expenses and burdens on  
8 other parties) may expose the Designating Party to sanctions.

9 If it comes to a Designating Party's attention that information or items  
10 that it designated for protection do not qualify for protection, that  
11 Designating Party must promptly notify all other Parties that it is  
12 withdrawing the inapplicable designation.

13 5.2 Manner and Timing of Designations. Except as otherwise  
14 provided in this Order, or as otherwise stipulated or ordered, Disclosure of  
15 Discovery Material that qualifies for protection under this Order must be  
16 clearly so designated before the material is disclosed or produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic  
19 documents, but excluding transcripts of depositions or other pretrial or trial  
20 proceedings), that the Producing Party affix at a minimum, the legend  
21 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page  
22 that contains protected material. If only a portion of the material on a page  
23 qualifies for protection, the Producing Party also must clearly identify the  
24 protected portion(s) (e.g., by making appropriate markings in the margins).

25 A Party or Non-Party that makes original documents available for  
26 inspection need not designate them for protection until after the inspecting  
27 Party has indicated which documents it would like copied and produced.  
28 During the inspection and before the designation, all of the material made



1 available for inspection shall be deemed “CONFIDENTIAL.” After the  
2 inspecting Party has identified the documents it wants copied and produced,  
3 the Producing Party must determine which documents, or portions thereof,  
4 qualify for protection under this Order. Then, before producing the specified  
5 documents, the Producing Party must affix the “CONFIDENTIAL legend”  
6 to each page that contains Protected Material. If only a portion of the  
7 material on a page qualifies for protection, the Producing Party also must  
8 clearly identify the protected portion(s) (e.g., by making appropriate  
9 markings in the margins).

10 (b) for testimony given in depositions that the Designating Party  
11 identifies the Disclosure or Discovery Material on the record, before the  
12 close of the deposition all protected testimony.

13 (c) for information produced in some form other than  
14 documentary and for any other tangible items, that the Producing Party  
15 affix in a prominent place on the exterior of the container or containers in  
16 which the information is stored the legend “CONFIDENTIAL.” If only a  
17 portion or portions of the information warrants protection, the Producing  
18 Party, to the extent practicable, shall identify the protected portion(s).

19 5.3 Inadvertent Failures to Designate. If timely corrected, an  
20 inadvertent failure to designate qualified information or items does not,  
21 standing alone, waive the Designating Party’s right to secure protection  
22 under this Order for such material. Upon timely correction of a designation,  
23 the Receiving Party must make reasonable efforts to assure that the  
24 material is treated in accordance with the provisions of this Order.

## 25 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

26 6.1. Timing of Challenges. Any Party or Non-Party may challenge a  
27 designation of confidentiality at any time that is consistent with the Court’s  
28 Scheduling Order.



1       6.2 Meet and Confer. The Challenging Party shall initiate the  
2 dispute resolution process under Local Rule 37-1 et seq.

3       6.3 The burden of persuasion in any such challenge proceeding shall  
4 be on the Designating Party. Frivolous challenges, and those made for an  
5 improper purpose (e.g., to harass or impose unnecessary expenses and  
6 burdens on other parties) may expose the Challenging Party to sanctions.  
7 Unless the Designating Party has waived or withdrawn the confidentiality  
8 designation, all parties shall continue to afford the material in question the  
9 level of protection to which it is entitled under the Producing Party's  
10 designation until the Court rules on the challenge.

11       **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

12       7.1 Basic Principles. A Receiving Party may use Protected Material  
13 that is disclosed or produced by another Party or by a Non-Party in  
14 connection with this Action only for prosecuting, defending or attempting to  
15 settle this Action. Such Protected Material may be disclosed only to the  
16 categories of persons and under the conditions described in this Order.  
17 When the Action has been terminated, a Receiving Party must comply with  
18 the provisions of section 15 below (FINAL DISPOSITION).

19       Protected Material must be stored and maintained by a Receiving  
20 Party at a location and in a secure manner that ensures that access is  
21 limited to the persons authorized under this Order.

22       7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
23 otherwise ordered by the court or permitted in writing by the Designating  
24 Party, a Receiving Party may disclose any information or item designated  
25 "CONFIDENTIAL" only to:

26               (a) the Receiving Party's Outside Counsel of Record in this  
27 Action, as well as employees of said Outside Counsel of Record to whom it  
28 is reasonably necessary to disclose the information for this Action;

1 (b) the officers, directors, and employees (including House  
2 Counsel) of the Receiving Party to whom disclosure is reasonably necessary  
3 for this Action;

4 (c) Experts (as defined in this Order) of the Receiving Party to  
5 whom disclosure is reasonably necessary for this Action and who have  
6 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (d) the court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants, mock jurors, and  
10 Professional Vendors to whom disclosure is reasonably necessary for this  
11 Action and who have signed the “Acknowledgment and Agreement to Be  
12 Bound” (Exhibit A);

13 (g) the author or recipient of a document containing the  
14 information or a custodian or other person who otherwise possessed or knew  
15 the information;

16 (h) during their depositions, witnesses, and attorneys for  
17 witnesses, in the Action to whom disclosure is reasonably necessary  
18 provided: (1) the deposing party requests that the witness sign the form  
19 attached as Exhibit A hereto; and (2) they will not be permitted to keep any  
20 confidential information unless they sign the “Acknowledgment and  
21 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the  
22 Designating Party or ordered by the court. Pages of transcribed deposition  
23 testimony or exhibits to depositions that reveal Protected Material may be  
24 separately bound by the court reporter and may not be disclosed to anyone  
25 except as permitted under this Stipulated Protective Order; and

26 (i) any mediators or settlement officers and their supporting  
27 personnel, mutually agreed upon by any of the parties engaged in  
28 settlement discussions.

1           **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
2           **PRODUCED IN OTHER LITIGATION**

3           If a Party is served with a subpoena or a court order issued in other  
4 litigation that compels disclosure of any information or items designated in  
5 this Action as “CONFIDENTIAL,” that Party must:

6                   (a) promptly notify in writing the Designating Party. Such  
7 notification shall include a copy of the subpoena or court order;

8                   (b) promptly notify in writing the party who caused the subpoena  
9 or order to issue in the other litigation that some or all of the material  
10 covered by the subpoena or order is subject to this Protective Order. Such  
11 notification shall include a copy of this Stipulated Protective Order; and

12                   (c) cooperate with respect to all reasonable procedures sought to  
13 be pursued by the Designating Party whose Protected Material may be  
14 affected. If the Designating Party timely seeks a protective order, the Party  
15 served with the subpoena or court order shall not produce any information  
16 designated in this action as “CONFIDENTIAL” before a determination by  
17 the court from which the subpoena or order issued, unless the Party has  
18 obtained the Designating Party’s permission. The Designating Party shall  
19 bear the burden and expense of seeking protection in that court of its  
20 confidential material and nothing in these provisions should be construed  
21 as authorizing or encouraging a Receiving Party in this Action to disobey a  
22 lawful directive from another court.

23           **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO**  
24           **BE PRODUCED IN THIS LITIGATION**

25           (a) The terms of this Order are applicable to information  
26 produced by a Non-Party in this Action and designated as  
27 “CONFIDENTIAL.” Such information produced by Non-Parties in  
28 connection with this litigation is protected by the remedies and relief

provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

## **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party

1 must immediately (a) notify in writing the Designating Party of the  
2 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized  
3 copies of the Protected Material, (c) inform the person or persons to whom  
4 unauthorized disclosures were made of all the terms of this Order, and (d)  
5 request such person or persons to execute the “Acknowledgment and  
6 Agreement to Be Bound” attached hereto as Exhibit A.

7 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
8 **OTHERWISE PROTECTED MATERIAL**

9 When a Producing Party gives notice to Receiving Parties that certain  
10 inadvertently produced material is subject to a claim of privilege or other  
11 protection, the obligations of the Receiving Parties are those set forth in  
12 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended  
13 to modify whatever procedure may be established in an e-discovery order  
14 that provides for production without prior privilege review. Pursuant to  
15 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an  
16 agreement on the effect of disclosure of a communication or information  
17 covered by the attorney-client privilege or work product protection, the  
18 parties may incorporate their agreement in the stipulated protective order  
19 submitted to the court.

20 **12. MISCELLANEOUS**

21 12.1 Right to Further Relief. Nothing in this Order abridges the right  
22 of any person to seek its modification by the Court in the future.

23 12.2 Right to Assert Other Objections. By stipulating to the entry of  
24 this  
25 Protective Order, no Party waives any right it otherwise would have to  
26 object to disclosing or producing any information or item on any ground not  
27 addressed in this Stipulated Protective Order. Similarly, no Party waives  
28 any right to object on any ground to use in evidence of any of the material

1 covered by this Protective Order.

2       12.3 Filing Protected Material. A Party that seeks to file under seal  
3 any Protected Material must comply with Local Civil Rule 79-5. Protected  
4 Material may only be filed under seal pursuant to a court order authorizing  
5 the sealing of the specific Protected Material. If a Party's request to file  
6 Protected Material under seal is denied by the court, then the Receiving  
7 Party may file the information in the public record unless otherwise  
8 instructed by the Court.

9       **13. FINAL DISPOSITION**

10       After the final disposition of this Action, as defined in paragraph 6,  
11 within 60 days of a written request by the Designating Party, each Receiving  
12 Party must return all Protected Material to the Producing Party or destroy  
13 such material. As used in this subdivision, "all Protected Material" includes  
14 all copies, abstracts, compilations, summaries, and any other format  
15 reproducing or capturing any of the Protected Material. Whether the  
16 Protected Material is returned or destroyed, the Receiving Party must  
17 submit a written certification to the Producing Party (and, if not the same  
18 person or entity, to the Designating Party) by the 60-day deadline that (1)  
19 identifies (by category, where appropriate) all the Protected Material that  
20 was returned or destroyed and (2) affirms that the Receiving Party has not  
21 retained any copies, abstracts, compilations, summaries or any other format  
22 reproducing or capturing any of the Protected Material. Notwithstanding  
23 this provision, Counsel are entitled to retain an archival copy of all  
24 pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
25 memoranda, correspondence, deposition and trial exhibits, expert reports,  
26 attorney work product, and consultant and expert work product, even if  
27 such materials contain Protected Material. Any such archival copies that  
28 contain or constitute Protected Material remain subject to this Protective

Order as set forth in Section 4 (DURATION).

**14. VIOLATION**

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

DATED: August 26, 2025

LAW OFFICES OF DALE K. GALIPO

/s/ Eric Valenzuela

Dale K. Galipo

Eric Valenzuela

Attorneys for Plaintiffs

MARIA GUADALUPE DIAZ; A.D., a minor

by and through his Guardian Ad Litem,

MARIA GUADALUPE DIAZ; A.D., a minor

by and through his Guardian Ad Litem,

MARIA GUADALUPE DIAZ; LEONARDO

DIAZ; and RAMONA RAMIREZ DE DIAZ

DATED: August 26, 2025

JONES MAYER

/s/ Angela M. Powell

Angela M. Powell

Thurgood M. Wynn

Attorneys for Defendant

CITY OF TORRANCE

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
HON. JACQUELINE CHOOLJIAN  
UNITED STATES MAGISTRATE  
JUDGE



**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [full name], of \_\_\_\_\_ [address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of *Maria Guadalupe Diaz, et al. v. City of Torrance, et al.*, Case No. 2:25-cv-03389-JLS (JCx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [full name] \_\_\_\_\_ of \_\_\_\_\_ [address and telephone number] \_\_\_\_\_ as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

City and State Where Sworn and Signed: \_\_\_\_\_